

ADDENDUM NO. 1

PROJECT NAME: PEGGY DRIVE EXTENSION

DATE: April 21, 2015

ADDENDUM NO. 1

This addendum should be included in and be considered part of the plans and specifications for the name of the project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum and submit with their bid.

TCI PROJECT NO.: 40-00310

Addendum No. 1 is issued to notify, add, change and replace the following:

Formal Invitation for Bid (IFB) and Contract:

- General Conditions for Construction Contracts (Form 081) is revised in accordance with "AMENDMENT TO GENERAL CONDITIONS FOR CITY OF SAN ANTONIO CONSTRUCTION CONTRACTS" attached.
- The Pre-Bid Meeting was held on Tuesday, April 14, 2015, at 9:00am. A copy of the Pre-Bid Meeting Agenda and Sign-in Sheets are attached to this Addendum No. 1.

Questions/Clarifications

- 1.) Are the CAD files available prior to bid?
 - a) *CAD files will be provided to the contractor upon award of the contract.*

Attachments

- a) Addendum Acknowledgement Form (1 Page)
- b) Amendment to General Conditions For City Of San Antonio Construction Contracts
- c) Pre-Bid Conference Agenda & Sign-In Sheet.

END OF ADDENDUM



Cude Engineers
TBPE No. 455



Note: Addenda Acknowledgement Form for Addendum _1_ is attached herein. This form must be signed and submitted with the bid package.

RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF **PEGGY DRIVE EXTNSION PROJECT NO. 40-00310**

FOR WHICH BIDS WILL BE OPENED ON **TUESDAY, APRIL 28, 2015 AT 2:00 P.M.**

THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: _____

Address: _____

City/State/Zip Code: _____

Date: _____

Signature

Print Name/Title

AMENDMENT TO GENERAL CONDITIONS FOR CITY OF SAN ANTONIO CONSTRUCTION CONTRACTS

ARTICLE XI. INSURANCE AND BONDS, has been replaced and is amended to read:

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Without limiting any of the other obligations or liabilities of Contractor under the Contract Documents, Contractor shall purchase and maintain, during the term of the Contract and at Contractor's own expense, the minimum liability insurance coverage described below with insurance companies duly authorized or approved to do business in the State of Texas and otherwise satisfactory to Owner. Contractor also shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain levels of insurance necessary and appropriate for the Work performed during the term of the Contract, said levels of insurance comply with all applicable laws. Subcontractor's liability insurance shall name Contractor, Owner and Design Consultant as additional insureds by using endorsement CG 20 26 or broader. Certificates of insurance complying with the requirements prescribed in **Section 11.1.2** herein shall show the existence of each policy, together with copies of all policy endorsements showing Owner and Design Consultant as an additional insured, and shall be delivered to Owner before any Work is started. Contractor promptly shall furnish, upon the request of and without expense to Owner, a copy of each policy required, including all endorsements, which shall indicate:

11.1.1.1 Workers' Compensation, with statutory limits, with the policy endorsed to provide a waiver of subrogation as to Owner; Employer's Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$500,000 disease policy limit;

11.1.1.2 Commercial General Liability Insurance, Personal Injury Liability, Independent Contractor's Liability and Products and Completed Operations and Contractual Liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (and/or Subcontractor's) liability for injury to or death of Owner's employees and all third parties, and for damage to property of third parties, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. If coverage is written on a claims-made basis, coverage shall be continuous (by renewal or extended reporting period) for no less than sixty (60) months following completion of the contract and acceptance of work by Owner. Coverage, including any renewals, shall have the same retroactive date as the original policy

applicable to the Project. Owner shall be named as additional insured by using endorsement CG 20 26 or broader. The general liability policy shall include coverage extended to apply to completed operations and XCU hazards. The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with Owner. The policy shall include an endorsement CG2503 amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the Project in question.

11.1.1.3 Business Automobile Liability Insurance, covering owned, hired and non- owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.

11.1.1.4 Five (5) calendar days prior to a suspension, cancellation or non-renewal of any required line of insurance coverage, Contractor shall provide Owner a replacement certificate of insurance with all applicable endorsements included. Owner shall have the option to suspend Contractor.

11.1.2 If any insurance company providing insurance coverage(s) required under the Contract Documents for Contractor becomes insolvent or becomes the subject of any rehabilitation, conservatorship, liquidation or similar proceeding, Contractor immediately shall procure, upon first notice to Contractor or Owner of such occurrence and without cost to Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

11.2 PERFORMANCE BOND AND PAYMENT BONDS

11.2.1 Subject to the provisions of **Section 11.3.2** herein, Contractor shall, with the execution and delivery of the Contract, furnish and file with Owner, in the amounts required in this **Article XI**, the surety bonds described in **Section 11.3.1.1** and **Section 11.3.1.2** herein, with said surety bonds in accordance with the provisions of Chapter 2253, Texas Government Code, as amended. Each surety bond shall be signed by Contractor, as the Principal, as well as by an established corporate surety bonding company as surety, meeting the requirements of **Section 11.3.3** herein and approved by Owner. The surety bonds shall be accompanied by an appropriate Power-of-Authority clearly establishing the extent and limitations of the authority of each signer to so sign and shall include:

- 11.2.1.1 **PERFORMANCE BOND.** A good and sufficient bond in an amount equal to one hundred percent (100%) of the total Contract Sum, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any extensions thereof, for the protection of Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final Completion or acceptance of the Work by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.
- 11.2.1.2 **PAYMENT BOND.** A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract, and for the use and protection of each claimant.
- 11.2.2 If the Contract Sum, including Owner-accepted Alternates and allowances, if any, is greater than \$100,000, Performance and Payment Bonds equaling one hundred percent (100%) of the Contract Sum are mandatory and shall be provided by Contractor. If the Contract Sum is greater than \$25,000 but less than or equal to \$100,000, only a Payment Bond equaling One hundred percent (100%) of the Contract amount is mandatory; provided, however, that Contractor also may elect to furnish a Performance Bond in the same amount if Contractor so chooses. If the Contract Sum is less than or equal to \$25,000, Contractor may elect not to provide Performance and Payment Bonds; provided that in such event, no money shall be paid by Owner to Contractor until Final Completion of all Work. If Contractor elects to provide Performance and Payment Bonds, the Contract Sum shall be payable to Contractor through progress payments in accordance with these General Conditions.
- 11.2.3 No surety shall be accepted by Owner that is in default, delinquent on any bonds or that is a party to any litigation against Owner. All bonds shall be made and executed on Owner's standard forms, shall be approved by Owner and shall be executed by not less than one (1) corporate surety that is authorized and admitted to do business in the State of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties and is otherwise acceptable to Owner. Each bond shall be executed by Contractor and the surety and shall specify that legal venue for enforcement of each bond exclusively shall lie in Bexar County, Texas. Each surety shall designate an agent resident in Bexar County, Texas to which any requisite statutory notices may be delivered and on which service of process may be had in matters arising out of the suretyship.
- 11.2.4 The person or persons, partnership, company, firm, limited liability company, association, corporation or other business entity to whom the Contract is awarded shall, within ten (10) days after such award, sign the required Contract with

Owner and provide the necessary surety bonds and evidence of insurance as required under the Contract Documents. No Contract shall be binding on Owner until:

- (1) it has been approved as to form by Owner's City Attorney;
- (2) it has been executed by Owner's City Manager;
- (3) the performance and payment bonds and evidence of insurance have been furnished to Owner by Contractor, as required by the Contract Documents; and
- (4) a fully executed Contract has been delivered to Contractor.

11.2.5 The failure of Contractor to execute the Contract and deliver the required bonds and evidence of insurance within ten (10) days after the Contract is awarded or as soon thereafter as Owner can assemble and deliver the Contract and by the time the Owner-scheduled Pre-Construction meeting is held shall, at Owner's option, constitute a material breach of Contractor's bid proposal and Owner may rescind the Contract award and collect or retain the proceeds of the bid security. By reason of the uncertainty of the market prices for materials and labor, and it being impracticable and difficult to determine accurately the amount of damages occurring to Owner by reason of Contractor's failure to execute the Contract within ten (10) days and deliver bonds and insurance by the Owner-scheduled Pre-Construction meeting, the filing of a bid proposal shall constitute an acceptance of this **Section 11.3.5**. In the event Owner should re-advertise for bids, the defaulting Contractor shall not be eligible to bid, and the lowest responsible bid obtained in the re-advertisement shall be the bid referred to in this **Section 11.3**.

11.3 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

11.3.1 Each insurance policy to be furnished by Contractor shall address the following required provisions within the certificate of insurance, which shall be reflected in the body of the insurance contract and/or by endorsement to the policy:

11.3.1.1 Owner and Design Consultant shall be named as additional insureds on all liability coverages, using endorsement CG 20 26 or broader. When Owner employs a Construction Manager on the Project, Contractor and Subcontractor(s) shall include the Construction Manager on all liability insurance policies to the same extent as Owner and Design Consultant are required to be named as additional insureds.

11.3.1.2 Within five (5) calendar days of a suspension, cancellation or non-renewal of any required line of insurance coverage, Contractor shall provide Owner a replacement certificate of insurance with all applicable endorsements included. Owner shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during the Contract.

- 11.3.1.3 The terms “Owner,” “City” or “City of San Antonio” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of Owner and the individual members, employees and agents thereof in their official capacities, while acting on behalf of Owner.
- 11.3.1.4 The policy phrase or clause “Other Insurance” shall not apply to Owner where Owner is an additional insured on the policy. The required insurance coverage furnished by Contractor shall be the primary insurance for all purposes for the Project, as well as the primary insurance for the additional insureds named in the required policies.
- 11.3.1.5 All provisions of the Contract Documents concerning liability, duty and standard of care, together with the indemnification provision, shall, to the maximum extent allowable in the insurance market, be underwritten with contractual liability coverage(s) sufficient to include such obligations with the applicable liability policies.
- 11.3.2 Concerning the insurance to be furnished by the Contractor, it is a condition precedent to acceptability which:
- 11.3.2.1 All policies must comply with the applicable requirements and special provisions of this **Article 11**.
- 11.3.2.2 Any policy evidenced by a Certificate of Insurance shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements set forth herein, and Owner’s decision regarding whether any policy contains such provisions and contrary to this requirement shall be final.
- 11.3.2.3 All policies required are to be written through companies duly authorized and approved to transact that class of insurance in the State of Texas and that otherwise are acceptable to Owner.
- 11.3.3 Contractor agrees to the following special provisions:
- 11.3.3.1 Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against Owner, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies. This waiver of subrogation shall be included, by endorsement or otherwise, as a provision of all policies required under this **Article XI**.
- 11.3.3.2 Insurance companies issuing the insurance policies and Contractor shall have no recourse whatsoever against Owner for payment of any

premiums or assessments for any deductibles, as all such premiums and assessments solely are the responsibility and risk of Contractor.

11.3.3.3 Approval, disapproval or failure to act by Owner, regarding any insurance supplied by Contractor or any Subcontractor(s), shall not relieve Contractor of any responsibility or liability for damage or accidents as set forth in the Contract Documents. The bankruptcy, insolvency or denial of liability of or by Contractor's insurance company shall likewise not exonerate or relieve Contractor from liability.

11.3.3.4 Owner reserves the right to review the insurance requirements of this **Article XI** during the effective period of this Contract and to adjust insurance coverage and insurance limits when deemed necessary and prudent by Owner's Risk Management Division, based upon changes in statutory law, court decisions or the claims history of Contractor and Subcontractors. Contractor agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either party to this Contract or upon the underwriter of any such policy provisions. Upon request by Owner, Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage.

11.3.3.5 No special payments shall be made for any insurance policies that Contractor and Subcontractors are required to carry. Except as provided in **Section 11.5.3.4** herein, all amounts payable regarding the insurance policies required under the Contract Documents are included in the Contract Sum.

11.3.3.6 Any insurance policies required under this **Article XI** may be written in combination with any of the other policies, where legally permitted, but none of the specified limits neither may be lowered or otherwise negatively impacted by doing so, nor may any of the requirements or special provisions of this **Article XI** be limited or circumvented by doing so.

General Conditions for Construction Contracts (Form 081) is revised as follows:

Section 1.1.11 of the General Conditions for City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:

1.1.11 "DAY" as used in the Contract Documents shall mean Calendar Day, unless otherwise specifically defined. A Calendar Day is a day of 24 hours, measured from midnight to the next midnight, unless otherwise specifically stipulated. A Working Day is measured from sunrise to sundown Monday through Saturday, except legal holidays, or the hours during which Contractor has been authorized and/or directed to work by Owner.

Section 3.10.6.3 of the General Conditions for City of San Antonio Construction Contracts will be modified to include in its entirety the following:

3.10.6.3. Work shall be scheduled based upon Contractor's six (6) day work

week, utilizing the appropriate calendar assignments and using compatible Project Scheduling software.

Section 8.1.3 in Article VIII. TIME has been deleted in its entirety.

Section 8.2.2 of the Special Conditions for Horizontal Projects for City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:

8.2.2 No more than eight (8) hours of standby time shall be paid during a 24-hour day, no more than forty-eight (48) hours shall be paid per week for standby time and no more than two hundred and eight (208) hours per month shall be paid of standby time. Standby time shall be computed at fifty percent (50%) of the rates found in the Rental Rate Blue Book for Construction Equipment and shall be calculated by dividing the monthly rate found in the Blue Book by 208, then multiplying that total by the regional adjustment factor and the rate adjustment factor. Operating costs shall not be charged by Contractor.

PRE-BID MEETING AGENDA



PEGGY DRIVE EXTENSION PROJECT 40-00310

Tuesday, April 14, 2015, 9:00 a.m.

I. Introduction

A. Review of Contract Requirements/Expectations

- Type of Contract: IFB – **Low Bid** Calendar Days: **240**
- Estimated Construction Cost: **\$2,000,000.00**
- Required Forms
 - Sign & date the 010 IFB, 025 Forms,
 - Addendum Acknowledgment forms
 - Bid Bond
- SBEDA Requirements & Guidelines: Subcontractor/Supplier Utilization Plan
- Labor Compliance (Wage & Hour): Top 10 Compliance Tips

B. Submission of Responses

- Submittal due Date: **TUESDAY, APRIL 28, 2015 by 2:00 P.M.**
- Hand Delivery Location: City Clerk's Office, 2nd Floor of City Hall at 100 Military Plaza (SW corner of Commerce and Flores). Allow ample time for security screening.

C. Information Posted

- Review Website **<http://epay.sanantonio.gov/RFPListings/>**
- Pre-Bid Sign-In Sheet
- Amendments to the solicitation
- Responses to questions presented subsequent to Pre-Bid, & received prior to deadline for questions will be answered via addendum.

D. Restriction on Communication (040 Forms, Section 12)

- Respondents are prohibited from communication with the city staff and city officials regarding this solicitation with the exception of SBEDA questions up until Bid Opening date.
- Written questions are due **FRIDAY, APRIL 17, 2015 BY 4:00 P.M.** (see 010 IFB)
- Responses will be given in writing via Addendum Form and posted on city's website.

Contract Award – The following (Must be submitted within 10 days of contract award)

- Payment and Performance Bonds
- Certificate of Insurance (Article 11: General Conditions)
- Waiver of Subrogation
- Additional Insured Endorsement

Project Schedule Method – (Section 3.10 General Conditions)

- Project Schedule letter hand out.



I. Small Business Economic Development Advocacy (SBEDA) Program API's Applied:

- **M/WBE Subcontracting Program - 10%** must be subcontracted to certified M/WBE(s) designated within the San Antonio Metropolitan Statistical Area (SAMSA)
 - ◆ All M/WBE(s) must also be certified as SBE
- Respondents must demonstrate their commitment to meeting the subcontracting requirements by submitting a signed **Subcontractor/Supplier Utilization Plan** form with their bid response
 - ◆ Failure to submit the **Subcontractor/Supplier Utilization Plan** form or meet the subcontracting requirements will deem the bid response NON-RESPONSIVE
- Only first tier certified M/WBE(s) will count toward the subcontracting requirements
- **SBE or M/WBE Prime participation does NOT count toward the Subcontracting requirements**

II. Eligibility Criteria

- Certified through the South Central Texas Regional Certification Agency (SCTRCA) as: **SBE** and **MBE/WBE** (AABE/ABE/HABE/NABE/WBE)
- Headquartered in the SAMSA or demonstrate "significant business presence" in the SAMSA (20% of total company employees regularly based in the SAMSA for at least one year) (SAMSA counties are: Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, or Wilson)

III. Waivers

- A full or partial waiver of a specified subcontracting goal may be requested, for good cause, by submitting the *Respondent Subcontracting Waiver Request* form with the solicitation bid response
 - ◆ Form is available at: <http://www.sanantonio.gov/SBO/Forms.aspx>
 - ◆ Waiver request must fully document subcontractor unavailability despite good faith efforts to comply with the goal
 - ◆ Please refer to the Good Faith Effort Tips Sheet for SBEDA waiver for additional information on how to complete a *Respondent/Vendor Subcontracting Waiver* :
<http://www.sanantonio.gov/Portals/0/Files/SBO/Forms/GFETips07232013FinalVersion.pdf>

IV. Central Vendor Registry (CVR) / San Antonio eProcurement System (SAePS)

- All contractors/consultants (Prime or Sub) wishing to do business with the City must first register in the CVR / SAePS
- To begin the registration process, please go to: <http://www.sanantonio.gov/purchasing/SAePS.aspx>
- For technical assistance please call (210) 207-0118

V. COSA Vendor Listing

- The City of San Antonio has a new and improved vendor search function. Please visit the COSA Vendor Listing at <http://sanantonio.gov/purchasing/vendorinformation/cosavendorlisting.aspx> to view or to download a listing of certified and non-certified vendors registered with the City.

For questions regarding SBEDA requirements, contact Ruben A. Flores at (210) 207-3923 or the Economic Development Department at 207-3922

Good Faith Effort Tips for SBEDA Waivers

- 1. Attend Pre-Submittal Conference:** Respondent should indicate whether they attended the relevant pre-submittal conference.

Tip: To receive credit for attending a pre-submittal conference, the attendee must be a person who will be directly involved with the project (i.e., owner, project manager, estimator, etc.). The Economic Development Department's (EDD) Small Business Office (SBO) will obtain a copy of the sign-in sheet to confirm attendance.

- 2. Subdivide the Work:** Respondent should demonstrate subdivision of the work into commercially useful disciplines or work elements that can be economically performed by certified small, minority and/or women-owned business enterprises (S/M/WBEs), when feasible. It is the respondent's responsibility to demonstrate that sufficient work was made available to S/M/WBEs to meet specified SBEDA requirements.

Tip: The work should be subdivided into categories or disciplines to allow for maximum SBE and M/WBE participation. For example:

Project Name: Annual Contract for Various Departments Lawn Maintenance
Work Elements: Grounds Maintenance – 50%
Landscaping – 20%
Irrigation System Maintenance and Repair – 10%
Litter/Removal Services – 10%
Weed and Vegetation Control – 10%

- 3. Advertise:** Respondent should advertise in general circulation, trade publications, or minority/women's business focused media for S/M/WBE subcontractors at a reasonable time prior to the bid due date. A copy of the advertisement, showing the advertisement date(s), name of publication(s), type of work and amount of work being solicited, must be provided.

Tip: A copy of the advertisement should be submitted, including the date(s) of advertisement and name of publication.

- 4. Use Public Databases and Minority/Women's Business Focused Organizations/Services:** Respondent should provide evidence of using the City's NIGP Search website, the South Central Texas Regional Certification Agency (SCTRCA), and other organizations' vendor directories/listings to solicit S/M/WBE subcontractors.

Tips: a.) Respondents may acquire a list of potential S/M/WBE subcontractors from the COSA Vendor Listing at <http://sanantonio.gov/purchasing/vendorlisting.aspx> through NIGP code search engine ; b.) SCTRCA's online listing of S/M/WBEs is available at <http://sctrca.org/>; c.) Respondents may use the services and assistance of the SBA, local chambers of commerce, S/M/WBE business associations, and other local outreach programs for locating and contacting S/M/WBEs; d.) To confirm if a potential S/M/WBE subcontractor meets the City's SBEDA program eligibility, the respondent may contact EDD's SBO; e) Contact the Small Business Office

- 5. Provide Relevant Information to Small Businesses:** Provide documentation that respondent provided S/M/WBEs with information regarding contract requirements, solicitation timing, and how to obtain plans and specifications, at a reasonable time (7-10 days) prior to the bid due date.

Tip: This documentation can include ad copies, emails, faxes or any other correspondence between respondent and S/M/WBEs indicating outreach efforts.

- 6. Directly Solicit Small Businesses:** Respondent must provide documentation of directly soliciting S/M/WBE subcontractors. Copies of emails and fax notices sent directly to SBEs and M/WBEs should be submitted. A direct solicitation may include the type of work, amount of work, and a brief specific description of the work being solicited.

Tip: Send emails or faxes to S/M/WBEs detailing the specific scope of work determined would lend to a subcontracting opportunity. Follow up with a call to the S/M/WBEs to make sure they received your email or fax (some emails go directly to spam boxes). Document the S/M/WBE company name, contact person, phone number/email address, certifications, result of contact (left message, no answer, etc.) bid received and reason for rejection.

- 7. Offer Assistance:** Respondent must provide documentation of efforts to assist S/M/WBEs in obtaining bonding, insurance or equipment.

Tip: Submitting the offer to assist with bonding/insurance/equipment included in the ad copy, emails and/or fax correspondences during S/M/WBE outreach efforts satisfies this requirement.

- 8. Document bid and negotiation results:** Respondent should negotiate in good faith with interested S/M/WBEs. The respondent should provide documentation of all the negotiations with S/M/WBEs, unsuccessful and/or bids received but not accepted, and provide the following contact information: company name, telephone number, contact person, price bid (if applicable) and the reasoning for rejecting the bid for each unsuccessful bid.

Tip: If price was the reason for rejecting the bid, the respondent should document the price bid by both the rejected S/M/WBE and the accepted low bidder for that particular scope of work.

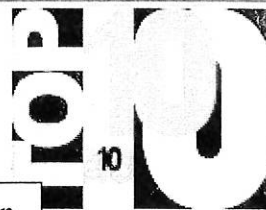
- 9. Follow-Up with Vendors:** Respondents must show evidence that they conducted a strong effort to include S/M/WBEs in their response.

Tip: Provide evidence that respondent attempted to reach S/M/WBEs multiple times and provide documentation of response from S/M/WBEs contacted.

- 10. Fill out SBEDA Respondent/Vendor Subcontractor Waiver Request located at <http://www.sanantonio.gov/SBO/Forms.aspx> and attach all Good Faith Effort documentation.**

Tip: Respondents must submit this form with documentation or the waiver request will not be processed by the EDD SBO. As a reminder, respondents must also submit the Subcontractor/Supplier Utilization Plan with their response.

COMPLIANCE - TOP 10



1

Post the appropriate Wage Determination for the project in a conspicuous location.

2

Pay time-and-a-half to workers who work on any of the 7 listed City Holidays.

3

Pay time-and-a-half to workers who work in excess of 40 hours in a given week.

4

Workers must be classified for the work performed, in accordance to the Wage Determination.

5

Prime Contractor is accountable and responsible for ensuring that all workers are paid the prevailing wage rates, including subcontractors.

6

Certified payrolls must be submitted through the LCP Tracker System, weekly.

7

Apprentices must be registered in an Apprenticeship Training Program which is approved by the US Department of Labor.

8

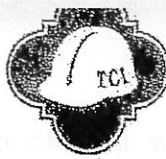
All workers must be paid on an hourly rate basis. No piece work or day labor rates.

9

Site Visits may be conducted to ensure proper work classification and wage rates.

10

If workers are underpaid, restitution to the worker is required and the City will impose penalties in accordance to the contract.



CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS

August 11, 2014

Dear Contractor;

For all current and future projects awarded by the City of San Antonio, kindly be aware that you are required to adhere to the terms and conditions of the General Conditions for City of San Antonio Construction Contracts (hereafter referred to as the "General Conditions"). It is through those General Conditions that the City is able to ensure projects are built correctly and the project proceeds as required by the City.

Schedule Requirement

One of the key provisions of those General Conditions is **Section 3.10**, titled Contractor's Project Schedules. Under the City's General Conditions, among other obligations, a Contractor is obligated to create and maintain a Critical Path Method (hereafter referred to as "CPM") Project Schedule, showing the manner of execution of Work by which the Contractor intends to follow, in order to complete the Project within the allotted time. This CPM Schedule is required to be in Primavera 5.0 or Contractor 4.1 or greater submitted electronically to the CIMS Schedule and Project Manager.

Schedule Updates

After acceptance of the Contractor's CPM Project Schedule the City, pursuant to **Section 3.10.9** of the General Conditions, Contractor is required to submit a thorough schedule update, to reflect progress to date on the Project and to reflect the current plans of Contractor to complete the Project on a monthly basis.

If Contractor has failed to submit an updated Project schedule, the City reserves the right to withhold payment until the Contractor complies with the schedule update requirement.

Time Impact Analysis

Under **Section 3.10 et al.** of the General Conditions, if a Contractor knows of an event that has occurred or will occur that will impact Contractor's submitted and approved schedule, the Contractor is required to notify the City of the occurrence of the event causing the impact to the schedule within twenty (20) calendar days of the event. Failure to file such notification of an impact to the schedule with the City, results in the forfeiture of the Contractor's right to request a time extension or time suspension, based on the occurrence of that event.

Additionally, when changes are initiated or impacts are experienced, the Contractor electronically shall submit to the City a written Time Impact Analysis describing the influence of each change or impact. A Time Impact Analysis will be required as justification for making time adjustments to the Contract's completion date.

Recovery / Acceleration Schedule

Finally, under Section 3.10.2 of the General Conditions, upon submission of the schedule update by the Contractor and review by the City, if the City concludes that the Contractor rate of Work is inadequate such that the Contractor will be unable to meet the contract Milestones or the contract's Substantial Completion date, the City then "may give written notice to the Contractor and direct the Contractor, at Contractor's sole expense, to propose and adopt a plan to accelerate the Work so that the Work conforms to the Project Schedule and Project Milestones previously agreed upon" by the City and the Contractor.

If you have any questions about any of the information contained in this letter, or if you wish to discuss any of the items addressed herein, do not hesitate to contact Thomas Gonzalez at (210) 207-1328 or CIMS.Schedules@sanantonio.gov.

CC: Razi Hosseini, P.E.
Ruben Guerrero, P.E.



Pre-Bid Meeting Sign-In

CITY OF SAN ANTONIO TRANSPORTATION & CAPITAL IMPROVEMENTS

NAME	ORGANIZATION	PHONE	EMAIL
David Rios	COSA - TCI	207-1339	david.rios@sanantonio.gov
Mason Lieban	Cuise ENGINEERS	681 2951	mliaban@cuiseengineers.com
Ty Berry	Cuise Engineers	681 2951	tberry@cuiseengineers.com
Jesse Rodriguez	TCI/cosa	207-8252	jesus.rodriguez@sanantonio.gov
Ron Caffs	ATT	283-1990	rc2165@att.com
Jeff Daefer	TCI	107-0415	joe.daefer@sanantonio.gov
John Rodriguez	TCI-ENV	207-1082	john.j.rodriguez@sanantonio.gov
David Hernandez	TCI - Horizontal	207-6063	david.hernandez@sanantonio.gov
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THIS FORM WILL BE POSTED TO THE CITY WEBSITE. SIGNING THIS FORM GIVES CITY PERMISSION TO RELEASE YOUR INFORMATION

April 24, 2015 9:00 a.m.
PEGGY DRIVE EXTENSION PROJECT 40-00310

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